

EMPLOYMENT DEVELOPMENT DEPARTMENT

Amendment of Sections 2712-1, 2712-2, 3253-1, 3254-2, and Adoption of Section 3254-4 of Title 22, California Code of Regulations

VOLUNTARY PLANS—FAMILY TEMPORARY DISABILITY INSURANCE

(These emergency regulations were approved by the Office of Administrative Law on 7/1/04, and filed with the Secretary of State on 7/1/04. These emergency regulations became effective on 7/1/04 and will expire on 10/30/04. [Emergency regulations remain in effect for 120 days. See Government Code section 11346.1(e).])

§ 2712-1. Dispute Between Department and a Voluntary Plan Where Claim Filed with the Department.

(a) If an individual files a claim for disability benefits or Family Temporary Disability Insurance benefits with the department and the department determines that the claimant is eligible for benefits, but that such benefits are payable from a voluntary plan and not from the Disability Fund, the department shall immediately forward a copy of the claim and any medical and other records relating thereto to the voluntary plan insurer, or employer if it be a self-insured plan, with a request that benefits be paid from the voluntary plan. If any payment has been made from the Disability Fund, a statement of such payments and a request for reimbursement shall also be forwarded with the copy of the claim. If the voluntary plan insurer or self-insurer concedes coverage and eligibility, prompt reimbursement shall be made to the Disability Fund and the claimant shall be promptly paid the accumulated excess of benefits, if any, to which he or she is entitled. If the voluntary plan insurer or self-insurer denies coverage, it shall immediately so notify the department and the claimant in writing, giving its reason for the denial and, in such event, the department shall immediately pay benefits under the claim.

(b) If a voluntary plan insurer or self-insurer fails to give notice of acceptance or denial of coverage within twenty-five (25) days after a copy of the claim is mailed or delivered to it, as provided in subdivision (a) of this section, such failure shall be deemed to be a denial of coverage, and the department shall immediately pay benefits under the claim.

NOTE: Authority cited: Sections 305, 306 and 2602, Unemployment Insurance Code.
Reference: Section 2712, Unemployment Insurance Code.

§ 2712-2. Dispute Between Department and a Voluntary Plan or Different Voluntary Plans Where Claim Filed Against a Voluntary Plan.

(a) If an individual files a claim for disability benefits against a voluntary plan and the voluntary plan insurer or self-insurer determines that the claimant is eligible for disability benefits, but that such benefits are payable from the Disability Fund or another voluntary plan, the voluntary plan insurer or self-insurer with whom the claim was filed shall immediately forward a copy of the claim and any medical and other records relating thereto to the department or other voluntary plan insurer or self-insurer, as the case may be, with a request that benefits be paid from the Disability Fund or the other voluntary plan. If any payment has been made from the voluntary plan against which the claim was filed, a statement of such payments and a request for reimbursement at the Disability Fund rate or other voluntary plan rate shall also be forwarded with the copy of the claim. If the department or other voluntary plan insurer or self-insurer concedes coverage and eligibility, prompt reimbursement shall be made to the voluntary plan with which the claim was filed at the Disability Fund rate and period or other voluntary plan rate and period, as the case may be, and the claimant shall be promptly paid the accumulated excess of benefits, if any, to which he or she is entitled. If the department or other voluntary plan insurer or self-insurer denies coverage, it shall immediately so notify in writing the voluntary plan insurer or self-insurer with whom the claim was filed, and the claimant, giving its reason for the denial and, in such event, the voluntary plan insurer or self-insurer shall immediately pay benefits under the claim at not less than the Disability Fund rate.

(b) If the department or the other voluntary plan insurer or self-insurer fails to give notice of acceptance or denial of coverage within twenty-five (25) days after a copy of the claim is mailed or delivered to it as provided in subdivision (a) of this section, such failure shall be deemed to be a denial of coverage and the voluntary plan insurer or self-insurer with whom the claim was filed shall immediately pay benefits under the claim at not less than the Disability Fund rate.

(c) Subdivisions (a) and (b) of this section shall also apply to claims for Family Temporary Disability Insurance benefits.

(d) Disclosure authorizations for Family Temporary Disability Insurance claims. Voluntary plans shall obtain a care recipient's, as defined in code section 3302, subdivision (a), authorization to disclose his or her medical information before forwarding any medical records to the department. The authorization shall accompany any care recipient's medical records to the department. The authorization must:

- (1) be in writing
- (2) be in 14-point typeface or larger
- (3) be clearly separate from any other language present on the same page
- (4) state the name of the claimant and identify him or her as the care provider
- (5) state the name of the physician or practitioner who is authorized to disclose the care recipient's medical information and identify that individual as the care recipient's treating physician or practitioner

(6) state that the care recipient authorizes his or her physician or practitioner to disclose his or her medical information to the care provider, the care provider's voluntary plan as the term is used in Chapter 6, Part 2, Division 1, of the code commencing with section 3251 et seq., and the Employment Development Department

(7) state that the care recipient authorizes the disclosure solely to support the care provider's claim for Family Temporary Disability Insurance benefits

(8) state that the physician or practitioner may disclose

(A) the care recipient's diagnosis

(B) the care recipient's International Classification of Diseases code or, where no diagnosis has yet been obtained, a detailed statement of symptoms

(C) a statement setting forth the facts of the care recipient's serious health condition that warrants the participation of the care provider

(D) the date on which the condition commenced

(E) probable duration of the condition

(F) estimated amount of time each day the physician or practitioner believes that the care provider is needed to care for the care recipient

(9) state that the authorization is valid for 10 years from the date the voluntary plan receives it or the effective date of the claim, whichever is first

(10) state that the care recipient may request a copy of the authorization from the voluntary plan by writing to it at a specified address

(11) state that the care recipient may revoke the authorization by writing to the specified address

(12) state that the medical information may be used by the voluntary plan or the Employment Development Department to determine the care provider's eligibility for Family Temporary Disability Insurance benefits

(13) include a signature and date line for the care recipient

(14) instruct authorized representatives to sign on behalf of the care recipient and indicate the source of authority to act for the care recipient.

NOTE: Authority cited: Sections 305, 306 and 2602, Unemployment Insurance Code.
Reference: Sections 2708, 2712, and 3306, Unemployment Insurance Code.

§ 3253-1. Payment of Disability Benefits Because of Simultaneous Coverage.

Simultaneous coverage is deemed to exist when an individual is covered by and entitled to benefits from more than one plan (including one or more voluntary plans and the Disability Fund.) Benefits shall be paid from the Disability Fund to individuals who are simultaneously covered by one or more voluntary plans and the Disability Fund, if they are otherwise eligible, in an amount equal to the quotient obtained by dividing the daily benefit amount of unemployment compensation disability or Family Temporary Disability Insurance benefits to which the individual would be entitled if no part of his or her base period wages had been exempt from contributions under Section 3252 of the code and if he or she were covered only by the Disability Fund, by the number of plans (including voluntary plans and the Disability Fund) under which he or she is simultaneously entitled to benefits.

(a) When an individual is entitled to benefits from the Disability Fund during the same disability benefit period for which he or she received benefits from a voluntary plan, or plans, the amount of all benefits, at a daily rate not exceeding his or her daily benefit rate pursuant to Sections 2627 and 2655 of the code paid or to be paid to him or her under all approved voluntary plans during that disability benefit period, shall be deducted from the benefits payable from the Disability Fund during that benefit period. The remaining balance shall be paid to the claimant, if otherwise eligible.

(b) Simultaneous coverage shall be deemed to exist if an individual is covered by and eligible from one or more voluntary plans and the Disability Fund at the time he or she establishes a care recipient period. "Care recipient period," as the term is defined in section 3254-4, means all periods of family care leave that an individual takes within a 12-month period, as defined in section 3301(d)-1, to care for the same care recipient. The plan or plans under which the care recipient period is established remain liable for all claims associated with the same care recipient through the end of the 12-month period, as defined in section 3301(d)-1, regardless of any change in employment. Liability for Family Temporary Disability Insurance benefits remains with the plan or plans that covered the individual when the care recipient period was established in accordance with the provisions of section 3254-4.

The amount of all benefits paid by the voluntary plans at a daily rate not exceeding the individual's daily benefit rate pursuant to sections 3301 and 3303 of the code during that 12-month period, as defined in section 3301(d)-1, shall be deducted from the benefits payable from the Disability Fund during that 12-month period, as defined in section 3301(d)-1. The remaining balance shall be paid to the individual, if otherwise eligible.

EXAMPLE 1. Claimant A is employed and covered by both a state plan employer and a voluntary plan employer. She is unable to work for both employers due to the need to provide care for her seriously ill parent. Claimant A establishes valid claims under both the state plan and the voluntary plan. The state plan daily benefit amount is \$104.00.

Claimant A may receive \$52.00 a day from the Disability Fund and \$52.00 a day from the voluntary plan for up to six weeks, if otherwise eligible.

EXAMPLE 2. Claimant B is employed and covered by a voluntary plan employer and is unable to work due to the need to provide care for his seriously ill mother. Claimant B establishes a valid claim and receives benefits from the voluntary plan. Claimant B returns to work for the voluntary plan employer and begins concurrent employment for a second employer with state plan coverage. Claimant B later is unable to work for both employers due to the need to again provide care for his seriously ill mother and files a claim with the voluntary plan.

Liability for Claimant B's Family Temporary Disability Insurance claim rests solely with the voluntary plan because the plan or plans under which the individual was covered at the commencement of a care recipient period remains liable for all periods of family care leave claimed for the same care recipient through the end of the 12-month period, as defined in section 3301(d)-1, regardless of whether the need for family care leave is consecutive or intermittent.

EXAMPLE 3. Claimant C, employed by and covered by a voluntary plan employer, is unable to work due to the need to provide care for his seriously ill mother. Claimant C establishes a valid claim and receives benefits from the voluntary plan. Claimant C returns to work for the voluntary plan employer and begins concurrent employment for a second employer with state plan coverage. Later, Claimant C is unable to work for both employers due to the need to provide care for his seriously ill father and establishes a claim with both the voluntary plan and the state plan.

With respect to the claim for Claimant C's father, simultaneous coverage exists because Claimant C was concurrently employed when he established the care recipient period for his father. Both plans will therefore remain liable for all subsequent claims associated with the father for the remainder of Claimant C's 12-month period, as defined in section 3301(d)-1. The voluntary plan and the Disability Fund are each liable for benefits at one half of the state plan rate. The voluntary plan is liable for the amount, if any, above the state plan rate for which the individual is eligible, as specified by the voluntary plan.

NOTE: Authority cited: Sections 305, 306 and 2602, Unemployment Insurance Code.
Reference: Sections 3253, 3301, 3302.1 and 3303, Unemployment Insurance Code.

§ 3254-2. General Provisions for a Voluntary Plan.

(a) (1) A voluntary plan shall be made available to all California employees employed by the employer or all such employees employed in the separate establishment of the employer without restrictions or exclusions, except that the plan need not be made available to:

- (A) Any employee in partial or short-time employment if
 - (i) he or she is customarily employed less than half of the time during the workweek or
 - (ii) he or she has been hired for a period not expected to exceed two weeks.
- (B) Any employee not in employment, including any employee performing a kind of service excluded from subject "employment" under Part 2 (commencing with Section 2601) of Division 1 of the code.

(2) Evidence shall be submitted, before final approval, that a majority of the employees of the employer or of the separate establishment of the employer have consented to the plan. The evidence may be in the form of a statement showing the total number of current employees in employment by the employer (or in the separate establishment) and the number of current employees who consented in writing or by electronic mail, at the employee's option, if electronic means are available, to join the plan, or if such consent was given by vote in a secret ballot or other free election, the number who voted to join the plan. The records of the employer with respect to such consent or vote shall be available to the department.

(b) A plan which is applicable to fewer than all the establishments of the employer in this State shall demonstrate:

- (1) That the "distinct separate establishment" to which the plan relates is definitely separated from other operating units of the same employer by reason of geographical location.
- (2) That confinement of the plan to fewer than all of the employees of the employer employed in this State will not result in a substantial selection of risks adverse to the Disability Fund.

(c) A voluntary plan shall not be approved unless it contains a provision that it will be in effect for not less than one year and that no reduction in disability benefits or increase in employee contributions for disability benefits will be made while the plan is in effect without the approval of the department. Approval shall be given only if the department finds that, except as provided in Section 3271-1 of these regulations, a majority of the employees covered by the plan have consented in writing to the modification and that the plan after such modification will continue to meet the requirements of the code and of these regulations.

(d) A voluntary plan shall provide that every employee covered by the plan is eligible for benefits under the plan regardless of his or her physical or mental condition at the time he or she becomes covered. A voluntary plan shall not impose any exclusions from eligibility for benefits with respect to any employee covered on account of any pre-existing physical or mental condition of the employee or his or her family member, as

defined in Section 3302(f) of the code. An employee covered by a voluntary plan shall be eligible for benefits under the plan with respect to any uninterrupted period of disability or care recipient period, as defined in section 3254-4, which commences while he or she is covered. For the purpose of this subdivision:

(1) A period of disability shall be deemed to commence while an employee is covered by a voluntary plan if such employee is, or thereafter becomes, unable to perform the regular or customary duties of his or her employment under the voluntary plan because of his or her physical or mental condition notwithstanding the fact that benefits may not be immediately payable under the voluntary plan.

(2) A care recipient period shall be deemed to commence while an employee is covered by a voluntary plan if such employee is, or thereafter becomes, unable to perform the regular or customary duties of his or her employment under the voluntary plan due to the need to provide care for a seriously ill family member, as defined in Section 3302(f) of the code, or bond with a new child notwithstanding the fact that benefits may not be immediately payable under the voluntary plan.

(e) The plan shall be made available to all future employees of the employer or of the separate establishment without restrictions or exclusion except as to employees in partial or short-time employment or employees not in employment as described in subdivision (a) of this section. All other new employees shall be admissible to coverage under one of the following provisions:

(1) Immediately upon employment.

(2) Upon the first day of the calendar quarter immediately after the employee has completed a period of employment of three months or less.

(3) At some determinable date not later than the date specified in paragraph (2) of this subdivision.

(f) The plan shall provide under such provisions as the department finds reasonable, and not such as to result in a substantial selection of risks adverse to the Disability Fund, that any employee who at such time is not receiving disability benefits and who did not elect to be covered by the plan when first admissible to coverage, may elect coverage under the plan and such coverage shall commence in accordance with one of the following provisions:

(1) Immediately upon such election.

(2) Upon the first day of the calendar quarter immediately after the employee has so elected and thereafter completed a period of employment of three months or less.

(3) At some determinable date not later than the date specified in paragraph (2) of this subdivision.

(g) Except as provided in Section 3271-1 of these regulations, the plan shall permit any covered employee to withdraw from the plan at the beginning of any calendar quarter upon the giving of reasonable notice in writing to the employer as provided in the plan.

(h) A voluntary plan may provide for the proration of benefits on account of simultaneous coverage. Simultaneous coverage is deemed to exist when an individual is covered by and entitled to benefits from more than one plan (including voluntary plans and/or the Disability Fund). When a voluntary plan provides for proration of disability benefits because an individual is simultaneously covered by more than one plan such disability benefits shall be not less than the quotient obtained by dividing the sum of the

disability benefits to which the individual would be entitled if he or she were covered only by the Disability Fund by the number of plans under which the individual is simultaneously covered.

NOTE: Authority cited: Sections 305 and 306, Unemployment Insurance Code.
Reference: Sections 3257, 3301, 3302, and 3303, Unemployment Insurance Code.

§ 3254-4. Termination of Family Temporary Disability Insurance Coverage Under a Voluntary Plan.

Once a 12-month period is established, liability for Family Temporary Disability Insurance benefits may change during the 12-month period by virtue of new employment and/or new plan coverage. Liability for coverage during a single 12-month period may involve multiple plan liabilities.

Liability for Family Temporary Disability Insurance benefits remains with the plan or plans that covered the employee when the care recipient period was established.

“Care recipient period” means all periods of family care leave that an employee takes within a 12-month period, as defined in Section 3301(d)-1, to care for the same care recipient.

(a) Coverage under a voluntary plan may be terminated prior to commencement of a period of family care leave by any one of the following conditions:

(1) Termination of the voluntary plan by the director in accordance with the provisions of Section 3262 of the code and Section 3262-1 of these regulations.

(2) Withdrawal of the voluntary plan by the employer or a majority of its employees in accordance with the provisions of subdivision (g) of Section 3254 or subdivision (g) of Section 3255 of the code.

(3) Withdrawal from the voluntary plan by a covered employee in accordance with the provisions of subdivision (g) of Section 3254-2 of these regulations or subdivision (a) of Section 3271 of the code and subdivision (b) of Section 3271-1 of these regulations.

(4) Termination of the employer-employee relationship. Except when subdivision (b) of this section applies, “termination of the employer-employee relationship” means that employment ceases with no mutual expectation or intention to continue the employment relationship. Reasons for termination of the employer-employee relationship include, but are not limited to, separation, dismissal, resignation, and retirement.

EXAMPLE 1. Separation. Claimant A, an operating engineer, leaves work at the close of the shift on Friday when Claimant A and other members of Claimant A’s crew are informed by the employer that their services are no longer needed because the job is being completed. For any new projects the employer will request a general union dispatch of union members. Claimant A is paid in full on that day. On Sunday, Claimant A’s father suffers a severe stroke that warrants Claimant A’s immediate participation to provide care. Claimant A establishes a Family Temporary Disability Insurance claim with the voluntary plan. The medical certificate confirms that Claimant A’s care is warranted beginning Sunday due to his father’s serious health condition.

Claimant A’s inability to perform regular or customary work due to the need to provide care is not in dispute. However, the employer had terminated the employment relationship with Claimant A prior to the commencement of the period of family care leave, and, therefore Family Temporary Disability Insurance benefits are payable from the Disability Fund rather than the voluntary plan.

EXAMPLE 2. Liability During a Twelve-Month Period. Claimant B establishes a claim for Family Temporary Disability Insurance benefits under the voluntary plan

beginning January 3 to care for her seriously ill daughter. The medical certificate confirms that Claimant B's care is warranted beginning January 3 due to her daughter's serious health condition. Claimant B serves a seven-day waiting period January 3 through January 9 and receives two weeks of benefits under the voluntary plan through January 23. Claimant B returns to work for the voluntary plan employer on January 24. She leaves work at the close of the shift on January 28 when the employer informs her that her services are no longer needed because the job is completed. Claimant B is paid in full on January 28.

On January 30, her daughter's serious health condition warrants further care. Claimant B establishes a Family Temporary Disability Insurance claim with the voluntary plan to provide care for her daughter. The medical certificate confirms that Claimant B's care is warranted beginning January 30 due to her daughter's serious health condition.

The voluntary plan is liable for benefits commencing January 30 because liability for Family Temporary Disability Insurance benefits remains with the plan that covered the employee when the care recipient period was established.

(5) Leave of absence without pay or a layoff without pay if the leave or layoff extends for a period of fifteen (15) full days before the period of family care leave commences. Except when subdivision (b) of this section applies, "leave of absence" and "layoff" mean that something other than a permanent termination of the employment relationship is indicated at the time an individual's work comes to an end, or the employment ceases because of factors beyond the employee's or the employer's control. A leave of absence from work is granted by the employer for many reasons. Reasons for a layoff include the following:

(A) Temporary disciplinary action.

(B) Lack of work. The term "lack of work" indicates termination of employment because the commodity or activity provided by the business is no longer in sufficient demand to require the services of the individual, however the individual would be subject to recall if more work developed; or because an on-call employee who accepts temporary assignments is laid off at the completion of an assignment with the expectation that another assignment will be provided in the future.

(C) Material shortage. The term "material shortage" indicates the lack of some component necessary to make a final product, i.e., in a steel mill--lack of coal, ore, etc.; in a cannery--lack of the products being canned, cans, etc.; in the automotive industry--lack of steel, parts, etc.

(D) Season of activity ends. The term "season of activity ends" indicates termination of employment because of the seasonal nature of the work, i.e., lumbering ceases because of weather; canning stops because crop not in season; fishing stops because the fish run ends; track closes because racing seasons ends.

EXAMPLE 1. Leave of Absence. Claimant A is granted an indeterminate leave of absence without pay. On the 15th day following the last day of work Claimant A's mother suffers a severe stroke that warrants Claimant A's participation to provide care. The medical certificate confirms that Claimant A's care is warranted due to her mother's serious health condition.

A day is defined in Section 125-1 of these regulations as the 24-hour period beginning at midnight and ending the following midnight. Therefore, a period of family care leave which occurs on the 15th day after leaving work is not one that occurred 15 full days

after the last day worked. Family Temporary Disability Insurance benefits are payable under the voluntary plan.

(b) Notwithstanding the provisions of subdivision (a) of this section, coverage under a voluntary plan shall not be terminated under any one of the following conditions:

(1) When a voluntary plan elects to extend its benefits for a specified longer period than required by subdivision (a) of this section.

(2) When a voluntary plan covered employee begins a period of family care leave on the date coverage under the voluntary plan would otherwise be terminated. For the purposes of this subdivision, "date" means year, month and day, ending at midnight of that day. This is consistent with the definition of "day" as defined in Section 125-1 of these regulations as the 24-hour period beginning at midnight and ending the following midnight. Coverage shall not be deemed terminated at the time (hour and minute) the cessation of work occurs.

(A) Claims for Family Temporary Disability Insurance benefits for the same care recipient that are established with the plan prior to termination of the employer-employee relationship remain the liability of that plan through the end of the 12-month period regardless of whether the need for family care is continuous or intermittent.

(B) Claims for Family Temporary Disability Insurance benefits care recipients for whom no Family Temporary Disability Insurance claim was established before the termination of the employer-employee relationship are not the liability of the voluntary plan that covered the employee prior to the termination.

(3) When a covered employee is on a leave of absence or a layoff and receives wages from the voluntary plan employer allocable to days of the period of leave of absence or layoff. Coverage shall not be deemed terminated until the leave of absence without pay or the layoff without pay extends for a period of 15 full days following the last day for which wages were paid before the period of family care leave commences.

(A) The plan under which the employee was covered beginning with the last day worked and for 15 full days after a leave of absence without pay or layoff without pay remains liable for all periods of family care leave claimed for the same care recipient through the end of the 12-month period regardless of whether the need for family care leave is consecutive or intermittent.

(B) Claims for care recipients for whom no Family Temporary Disability Insurance claim was established before the 15th full day after the last day worked after a leave of absence without pay or layoff without pay are not the liability of the voluntary plan that covered the employer prior to the 15th full day.

(4) When a covered employee begins a period of family care leave after leaving work due to a trade dispute. Coverage shall not be deemed terminated as long as the trade dispute is in active progress.

(5) When a covered employee becomes disabled due to pregnancy and begins a period of family care leave to bond with that child. Coverage shall not be deemed terminated at any time during the disability benefit period as defined in Section 3302.1(c) of the code.

EXAMPLE 1. Pregnancy and Bonding. Claimant A is unable to work due to a pregnancy-related disability. Her last day of work is October 20, 2005. She applies for and receives disability benefits from the voluntary plan for the period from October 21, 2005 through December 31, 2005. Claimant A establishes a Family Temporary Disability

Insurance claim with the voluntary plan to bond with her new child who was born on November 20, 2005. Claimant A claims benefits for the six-week period beginning January 1, 2006.

Section 3302.1(c) of the code provides that periods of disability for pregnancy, and periods of family care leave for bonding associated with the birth of that child are considered to be one disability benefit period. Therefore, Family Temporary Disability Insurance benefits are payable under the voluntary plan beginning January 1, 2006, if otherwise eligible.

EXAMPLE 2. Pregnancy and Bonding. Claimant B is unable to work due to a pregnancy-related disability. Her last day of work is October 20, 2005. She applies for and receives disability benefits from the voluntary plan for the period from October 21, 2005 through December 31, 2005. Claimant B does not return to work before establishing a Family Temporary Disability Insurance claim with the voluntary plan to bond with her new child who was born on November 20, 2005. Claimant B claims benefits for the six-week period beginning March 1, 2006.

Section 3302.1(c) of the code provides that periods of disability for pregnancy, and periods of family care leave for bonding associated with the birth of that child are considered to be one disability benefit period. Therefore, Family Temporary Disability Insurance benefits are payable under the voluntary plan beginning March 1, 2006, if otherwise eligible. The fact that Claimant B did not return to work does not affect waiting period waiver as provided in Section 3302.1(c) of the code.

EXAMPLE 3. Pregnancy and Bonding. Claimant C is unable to work due to a pregnancy-related disability. Her last day of work is October 20, 2005. She applies for and receives disability benefits from the Disability Fund for the period from October 21, 2005 through December 31, 2005.

Claimant C terminates that employment and begins work for a voluntary plan employer January 1, 2006 through February 28, 2006. Claimant C is covered under the voluntary plan beginning January 1, 2006. Claimant C establishes a Family Temporary Disability Insurance claim with the voluntary plan to bond with her new child who was born on November 20, 2005. Claimant C claims benefits for the six-week period beginning March 1, 2006.

Section 3302.1(c) of the code provides that periods of disability for pregnancy, and periods of family care leave for bonding associated with the birth of that child are considered to be one disability benefit period. Therefore, because the Disability Fund paid disability benefits for the pregnancy-related disability, Family Temporary Disability Insurance benefits for bonding are payable under the Disability Fund. The Family Temporary Disability Insurance benefits are payable beginning March 1, 2006, if otherwise eligible, without requiring a second waiting period. The fact that Claimant C returned to work does not affect waiting period waiver as provided in Section 3302.1(c) of the code.

NOTE: Authority cited: Sections 305, 306 and 2602, Unemployment Insurance Code.
Reference: Sections 1265, 1265.5, 1265.7, 2608, 2629, 3254, 3255, 3262, 3271, 3302, and 3302.1, Unemployment Insurance Code.
